CLACKAMAS COUNTY

Federation of Parole and Probation Officers

CLACKAMAS
COUNTY

2015 – 2017 AGREEMENT

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2014-2017 AGREEMENT
between
CLACKAMAS COUNTY, OREGON
and
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

PREAMBLE

This Agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the Federation.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The County recognizes the Federation as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all County employees classified as Probation and Parole Officer I, II, and Probation and Parole Specialist and Probation and Parole Officer, Senior; except supervisory and confidential employees, temporary employees (those hired for a period of time not to exceed six months' continuous service in any given calendar year) and employees regularly working a schedule of less than 20 hours per week.

Section 2. The Federation and Community Corrections agree to meet twice a year regarding the utilization of temporary employees by Community Corrections. The meetings will be staffed by a representative from DES. The purpose of the meetings will be to assess Community Correction's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to full time positions.

(MOU regarding the use of temporary employees from September 2008 carries forward).

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Federation recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of his membership in the Federation.

ARTICLE 3 - HOURS OF WORK

1. Work Period.

Both parties agree that the members of this bargaining unit are law enforcement personnel under the meaning of the Fair Labor Standards Act and are therefore subject to Section 7k of that act. Overtime will be paid to employees covered by this agreement for any hours worked exceeding the maximum number of hours permitted within the specified work period. The work period shall be determined by the county. However, the work period shall be no less than fourteen (14) days nor more than twenty eight (28) days.

2. *Irregular Hours.*

It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties.

3. *Overtime.*

The Union acknowledges that from time to time overtime work will be required. An employee who performs authorized work for more than eighty (80) hours in a fourteen (14)-day period shall be compensated at straight time for all hours worked up to eighty six (86) hours under the 7k work period. All hours worked in excess of eighty six (86) hours within the fourteen (14)-day work period shall be compensated at time and one half (1.5) their regular rate for each hour worked. Compensation for such hours will be in the form of compensatory time, or may be paid in cash at the County's discretion where budgeted funds are available.

4. *Work Schedule.*

Schedules shall be arranged in accordance with current work rules (See Appendix B) and the work day shall begin no earlier than 6:30 a.m. and end no later than 10:00 p.m. In light of the requirement that Adult Parole and Probation Officers must often work irregular hours and must also be flexible in the hours they work in order to meet caseload demands, it is recognized that Parole and Probation Officers may adjust or flex their work hours within the 80-hour, 14-day period referenced in Section 3 above, provided such flexing of hours does not create an overtime liability. Examples of situations that may require flexing of schedules include: caseload demands, planned medical/dental appointments, etc. When such action results in a work schedule change, the employee must notify his/her supervisor, and when practicable, receive prior permission from their supervisor to work those hours. It is understood that evening and weekend work is a recognized part of the PPO's irregular work schedule.

5. *Hours of Operation.*

The office shall be open and staffed to give service to the public during regular business hours Monday through Friday. However, these hours may be modified to meet the needs of clients and the public.

ARTICLE 4 - HOLIDAYS

1. *Holidays.*

The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Two Floating Holidays
Martin Luther King, Jr.'s Birthday (3rd Monday in Jan.)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)
Every day appointed by the Board of County Commissioners as a holiday.

It is recognized by the parties that the floating holiday listed above shall be taken at the discretion of the employee and may be taken in conjunction with another holiday listed above or at any other time the employee may elect. Provided, however, that if the number of employees requesting a particular day off as a floating holiday would interfere with the need of the County to maintain sufficient staff to keep the office operating effectively that the County may require a reasonable number of employees to be available on a particular day. Time off for a floating holiday where this may occur will be allowed on the basis of seniority (that is, the most senior employees will be allowed the time off). New employees who qualify for paid holidays will be eligible for a floating holiday after ninety (90) days of employment. The floating holidays must be taken during the calendar year in which they are earned and may not be carried forward into the following calendar year.

2. *Weekend Holidays.*

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. If ever the holiday shall fall on a Saturday, the preceding Friday, shall be deemed to be the holiday.

3. *Holiday During Leave.*

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

4. *Holiday Work.*

If an employee works on any of the holidays listed above, s/he shall, in addition to his holiday pay, receive time off at one and one-half times provided in Article III Section 3 above.

ARTICLE 5 - SICK LEAVE

1. *Accrual.*

Employees shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of their illness or illness of a member of their immediate family.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first day of that month.

Absence due to sickness in excess of three (3) consecutive days or three (3) or more non-consecutive absences within a calendar month may be required to be verified by a health care provider's (HCP) certificate at the order of the County.

2. *Bereavement.*

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence off with full pay in event of the death of a member of his or her immediate family for the purpose of making household adjustments and/or to attend the funeral. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to the approval by the Department Director.

Where deemed necessary after review by the Community Corrections Director, the employee may be granted up to two (2) additional days for travel time.

Consistent with the needs of the County and as approved by the Department Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current Clackamas County employee or retiree.

The bereavement leave provided for herein is in addition to any bereavement leave to which an employee may otherwise be entitled.

3. *Immediate Family.*

An employee's immediate family shall be defined as spouse, domestic partner, parents, spouse's parents, children, brother, sister, and grandparents. Stepchildren or stepparents residing with the employee shall be included in the definition of immediate family. In relationships other than those set forth above, bereavement leave of absence may be granted by the Department Director upon the request of the employee for a maximum of three (3) consecutive working days.

4. *Conversion to Retirement Benefit.*

Pursuant to ORS 237.153 (or the ORS as amended hereafter) the County shall report all allowable, unused sick leave hours to PERS upon separation from County employment.

5. Hours Charged.

For employees working a standard eight (8) hour work day, for each day of sick leave taken, eight (8) hours will be charged against accrued sick leave. For employees working a flexible schedule, each day of sick leave shall be charged as the number of hours the employee is scheduled to work on the day reported as sick leave.

6. Maternity Leave.

The period of disability associated with pregnancy and/or childbirth shall be granted in accordance with the County's policy on Family Medical Leave as outlined in Employment Policy and Practice No. 10.

7. Parental Leave.

Parental leave will be granted in accordance with the County's policy on Parental Leave as outlined in Employment Policy and Practice No. 9.

8. Family Medical Leave.

Family Medical Leave will be granted in accordance with the County's policy as outlined in Employment Policy and Practice No. 10.

9. Communicable Disease.

Should an employee be exposed to serious communicable disease in conduct of official duties, the employee shall be provided immunization against or testing of such communicable disease without loss of wages or cost to the employee where immunization will prevent such disease from occurring. If exposure resulted from contact with client or client associates or family, employee shall be granted leave with pay for the immunization or testing.

10. Sick Leave (Over 30 days).

If an employee is on authorized sick leave for more than 30 days, the agency shall provide coverage during that time to the extent needed in the opinion of the agency. On return, the supervisor and employee shall meet to discuss completion dates for work assigned.

11. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use their accrued vacation time to cover such time off. At the option of the employee, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

12. Leave Donation.

Leave Donation will be granted in accordance with Employment Policy and Practice No. 46.

ARTICLE 6 - VACATION LEAVE

1. Accrual.

A. Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with 52.2 hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

(1) Less than five (5) years of unbroken service, 104.4 hours per year, accrued at the rate of 8.7 hours per month.

(2) Five (5) to ten (10) years, but less than ten (10) years of unbroken service, 128.4 hours per year, accrued at the rate of 10.7 hours per month.

(3) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of unbroken service, 152.4 hours per year, accrued at the rate of 12.7 hours per month.

(4) Fifteen (15) to twenty (20) years, but less than twenty (20) years of unbroken service, 176 hours per year, accrued at the rate of 14.7 hours per month.

(5) After twenty (20) years of unbroken service, 192.4 hours per year, accrued at the rate of

16.7 hours per month.

(6) The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Layoffs up to two (2) years and leaves of absences are not considered breaks in service in applying this Article. Time in service for the purposes of determining eligibility for accelerated vacation accrual rates shall only accrue in calendar months in which the employee has been in a paid status, working half-time or greater, for at least eleven (11) work days.

B. Employees hired prior to July 1, 2000 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to his/her previous accrual schedule. B. All employees hired on or after July 1, 2000 or employees hired prior to July 1, 2000 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

(1) Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with seventy-two (72) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service.

(2) Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back forty (40) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

(3) The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

2. Vacation Times.

Employees shall be permitted to choose either split vacation time usage or entire vacation time usage. Whenever possible, consistent with the needs of the County and requirements for a vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise his right of seniority only once in any calendar year.

3. Termination or Death.

After six (6) months of service, upon the termination of any employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

4. Hours Charged.

For employees working a standard eight (8)-hour work day, for each full day taken as vacation, eight (8)-hours will be charged against accrued vacation leave. For employees working a flexible schedule, each day of vacation shall be charged as the number of hours the employee is scheduled to work.

5. Retiring Employees.

In the last year of employment prior to retirement, an employee who was hired prior to July 1, 2000, will be able to sell back up to fifty (50) hours of vacation. The employee will be responsible to notify the County of intent to retire in order to exercise this provision. This is a one-time option.

ARTICLE 7 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose subject to the approval of the Department Director or Appointing Authority. Leaves shall be granted consistent with the needs of the County, and may be renewed or extended for any reasonable period by the Board of County Commissioners or its designee. No leave will be granted to an employee to accept employment in any other capacity unless authorized by the Department Director in advance. Exceptions may be granted where other employment is incidental to or a necessary requisite for the purposes for which the leave was granted. After seven (7) years of employment, leaves of absence without pay for a limited period, not to exceed twelve (12) months, may be granted for any reasonable purpose, with the approval of the Department Director. Such leaves may be renewed for any reasonable period.

2. Jury Duty.

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees. Employees who are excused from jury service before the end of their work day shall immediately report their availability for assignment to their supervisor.

3. Educational Leave.

After completing three (3) years of service, an employee may request a leave-of-absence without pay for educational purposes subject to approval of the Department Director or Appointing Authority. Educational Leave is for enrollment at an accredited school, when it is related to his employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended subject to approval of the Department Director or Appointing Authority, at the request of the employee. One (1) year leaves-of-absence with any requested extension, for education purposes, may not be provided more than once in any three (3) year period. Employees may also be granted leaves-of-absence with or without pay for educational purposes, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability, provided it does not interfere with the operation of the County.

4. Military and Peace Corps.

Military and Peace Corps leave shall be granted to the employee in accordance with Federal Law and/or Oregon Revised Statutes.

ARTICLE 8 - HEALTH AND WELFARE

1. County Contribution.

The County agrees to contribute toward the monthly composite premium for each medical coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 8.

For the remainder of the calendar year 2014, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of $1320.78.

Effective January 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2014 County Contribution.

Effective January 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2015 County Contribution.

Effective January 1, 2017, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2016 County contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County. For the remainder of calendar year 2014, cash back will

be $146.00 per employee per month. Effective January 1, 2015, cash back will be equal to $153.00 per month and will increase by 5% on January 1, 2016 and January 1, 2017.

The County and the union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or below five percent (5%) each year.

The design of the medical plan(s) shall be the authority of the Benefits Review Committee as described in Section 8.

2. Flexible Benefits.

The County agrees to provide the Clackamas County Flexible Benefits Program for employees who are working in a position regularly scheduled for 30 hours or more per week.

Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of $50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 8. Employees will become eligible on the first day of the month following four the Benefit Waiting Period described in Section 9.

4. Dental Insurance.

The County agrees to provide dental coverage to full-time employees and their eligible family members, effective the first day of the month following the benefit waiting period described in Section 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 8.

The County agrees to contribute 100% of a composite dental program premium, or the premium for a comparable plan, including orthodontic coverage in the amount of $1500.

5. Long-Term Disability Insurance.

The County agrees to provide non-duty disability insurance coverage to full-time employees effective the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee, as described in Section 8.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of up to $3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

6. Less Than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those regularly working thirty (30) or more hours per week. Regular part-time employees shall be entitled to County-paid medical coverage as described in Section 1, and shall be entitled to purchase dental insurance as described in Section 4.

7. Job Share.

(A) "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position work less than full time.

(B) Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Appointing Authority.

(C) Job share employees shall accrue vacation leave and sick leave on a pro rata share of

the normal accrual rate for a full-time position.

(D) Job sharing employees shall be entitled to a prorated share of the full benefit package for one full-time position. The employer contribution will be a maximum of 100% for insurance benefits during the term of this agreement. Each job share employee has the right to obtain medical and dental insurance by paying the difference between their prorated share and the full premium amount through payroll deduction.

(E) For purposes of layoff, individuals filling a job share position which totals a full time equivalent, shall be considered as one full time equivalent. Service credits shall be determined by averaging the two individual scores and the two individuals treated as one.

(F) If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis.

8. Benefits Review Committee.

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled to but retain the same number of votes as described above. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the beginning of the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

Problems with benefit coverage will be brought up at the Labor-Management meeting for resolution.

9. Benefit Waiting Period.

Benefits shall become effective on the first day of the calendar month following two (2) calendar months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-

time employees.

10. Plan Changes Required by Law or Insurance Carrier.

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

ARTICLE 9 - WAGES

1. Wages and Classification Schedule.

After ratification by both parties, employees shall receive a 2% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2014.

Employees shall be compensated for the fiscal year 2015 – 2016 with an increase of 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.5% to the Wages and Classification Schedule.

Employees shall be compensated for the fiscal year 2016 – 2017 with an increase of 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.5% to the Wages and Classification Schedule. *An updated pay plan will be published by the County each year by July 1 and posted on the County intranet and internet.*

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor. The change in the CPI-W shall be the 12 months change as reported for the previous December (this calculation is not a point-to-point calculation using the index number from one December to the next, but instead is an averaging method using the "Annual" column of the "12 Months Percent Change" table, in which the annual percentage change figures for each of the previous 12 months are totaled and then divided by 12).

2. Travel Expense Reimbursement.

The County shall reimburse an employee at the current County Travel Policy rate for travel expenses incurred while performing the duties of his/her position when required in an employee's regular work. The County shall provide employees with use of County cars to perform work duties or will reimburse an employee for personal auto expense at the current County Travel Policy rate per mile where required in an employee's regular work. Any exception to the use of County cars or mileage reimbursement expenses must have pre-approval from the employees supervisor or manager.

3. Retirement Contributions.

The County shall pay both employer and employee contribution to the Public Employees Retirement fund for the employee members participating in PERS or OPSRP as set by the Oregon legislature for the term of this Agreement. Eligibility for PERS/OPSRP is subject to ORS 238.015, 238A.100 & 238A.110.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County.

Further, the County shall direct PERS that all members of the bargaining unit shall be entitled to Police and Fire Retirement provisions. The County shall pay Police and Fire Retirement provisions for the members of this bargaining unit retroactive to the date that the member became a qualified Police and Fire PERS member due to County employment.

4. *Computation of Hourly Rate.*

The computation of the hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position}} = \text{dollars per hour}$$

$$37.5 \text{ hours per week} = \frac{\text{Yearly salary}}{1950 \text{ hours per year}} = \text{dollars per hour}$$

$$40 \text{ hours per week} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour}$$

$$\text{Continuous operations} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour}$$

5. *Out-of-Class Pay.*

When an employee is assigned, in writing by his/her supervisor, the duties of a higher classification for five (5) consecutive days or more, or for more than a total of ten (10) work days within a calendar year, the employee shall be compensated for such work at the minimum of the range of the higher paid classification or a 5% increase, whichever is higher.

6. *Deferred Compensation.*

An amount equivalent to one percent (1%) of the employee compensation as set forth in Appendix A shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

7. *Longevity.*

Employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular status county service in the following amounts based upon accumulation of the established time employed in a paid status.

Years of Continuous Service	Longevity Percentage
5 Years	1 %
10 Years	1.5%
15 Years	2.0%
20 Years	2.5%
25 Years	3.0%
30 Years	3.5%

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from County employment that results in a new date of hire.

8. *Call-Out Pay.*

Whenever a Parole and Probation Officer is called to perform work duties during hours when not regularly scheduled to work (whether the work requires the employee to leave home or not) it will be considered a

minimum of thirty (30)-minutes worked or the amount of time actually performing work, whichever is greater. Compensatory time will be given or may be paid at the County's discretion. Multiple calls received within a thirty (30)-minute minimum are considered part of the thirty (30)-minute minimum. Additional calls after the thirty (30)-minute period will result in another thirty (30)- minute minimum time worked.

This section does not apply to voluntary changes made in a work schedule initiated by the employee and approved by the supervisor.

9. Field Training Officer.

Employees assigned in writing by the department to Field Training Officer (FTO) duties will be paid 5% higher than the employee's current base pay while performing such duties. Employees assigned in writing and as directed by the department management to provide firearms, motivational interviewing or defense tactics training instruction for Clackamas County will also be paid 5% higher than the employee's current base pay while performing such duties. Employees acting in multiple capacities under this section may not receive more than a single 5% premium.

10. Bilingual Skills Pay.

A. When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive a 5% increase which will be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire or the "Certification of Bilingual Requirement" document.

B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.

11. Assignment, Selection, and Termination for Temporary Probation and Parole Officer, Senior.

Assignment and selection of employees to fill Probation and Parole Officer, Senior positions shall be at the sole discretion of the County. Assignments for over thirty (30) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the Probation and Parole Officer, Senior assignment shall submit a letter of interest to the unit supervisor and will be considered for the assignment. An employee assigned to the assignment for one (1) year or more shall be given ten (10) days written notice prior to the termination of such assignment. A copy of the written termination notice will be simultaneously given the Federation.

12. On- Call Probation Officer.

A probation officer shall be designated to take calls outside of regular business hours (8 a.m.- 5 p.m.). The on-call probation officer shall receive an additional $150.00 per week in addition to call out pay, under Section 8 of this Article, as compensation. Employees will be offered the opportunity to bid one week at a time on a rotating seniority basis.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

1. Disciplinary Measures.

Disciplinary action for regular employees shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step and every step need not be utilized, depending upon the severity of the incident causing the disciplinary action:

A. Verbal reprimand, which may be documented in writing;

B. Written reprimand;

C. Reduction in pay;

D. Suspension without pay;

E. Demotion;

F. Discharge.

The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond the Board of County Commissioners. All non-economic discipline shall be considered stale after thirty- six (36) months from the date of the discipline unless the employee has been disciplined for the same or similar misconduct, (in which case the 36 months begin after the last discipline issued). Stale discipline may not be used for the purposes of progressive discipline.

2. Due Process.

Pre-disciplinary "due process" means written notice, to the employee and FOPPO, of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. Such a meeting may be recorded by any party at the meeting. The County shall provide the Federation and the affected employee with all the documents which are relied upon. The employee and/or the Federation may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. employee.

3. Avoidance of Embarrassment.

If the Department Director or designee has reason to discipline an employee, the Department Director or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

4. Federation Representation in Interview and Discipline Process.

The County acknowledges the right of the employee to have a representative of the Federation present at meetings with the employee, which could lead to discipline.

5. Probationary Employee.

A probationary employee and/or FOPPO shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of the Agreement related to a probationary employee; however, this shall not include any matter involving discipline or discharge related to a probationary employee.

6. Employee Status Definitions.

Probation: The probationary period is a working test period during which classified employees are required to demonstrate fitness by actual performance of the duties of the position to which they are appointed.

Regular employee: Means a classified employee who has been appointed to an allocated position and who has successfully completed a probationary period for a position.

ARTICLE 11 - LAYOFF AND RECALL

1. Reason for Layoff.

The department head may lay off an employee because the employee is physically unable to perform the job, and there is no other job the employee can perform. The department head may also lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the department head, there is no satisfactory alternative to lay off such as voluntary demotion, furlough, or reduced work week. Discussions regarding layoffs may be initiated by either the employer or the Federation. The County retains the final authority to determine whether layoffs should occur.

2. Layoff.

When a layoff occurs, Probation and Parole Officers shall be laid off according to seniority. Temporary,

probationary, unallocated and/or non-regular Probation and Parole Officer positions must be eliminated before regular Probation and Parole Officers are laid off by the County, except when a layoff occurs because an employee was physically unable to perform the job.

3. Seniority.

Seniority is defined as the length of continuous service in the Parole and Probation Officer classifications.

4. Bumping.

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in the same or lower classification in the department. If funds are increased and a higher level position is reestablished, the bumping employee will be restored to the higher level position.

5. Recall.

Those employees who are laid off shall be eligible before new hires for recall to their classification for a period of three (3) years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority or merit as described in #3 above.

6. Alternatives.

The parties agree that the Union may fully raise alternatives to layoff that the County will fully consider.

ARTICLE 12 - SETTLEMENT OF DISPUTES

1. Grievance Procedure.

A. Grievances are defined as alleged violations of this Agreement and must be initiated within twenty-one (21) calendar days of their alleged occurrence. For purposes of calculating the 21 calendar days, all days that an affected employee is on leave shall not count. Grievances filed in a timely manner shall be processed according to this Article. Upon mutual written agreement by the County or their designee and the Federation or their designee, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, the grievance may be initiated at the lowest step where successful solution may be reasonably expected. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

B. Step 1. Any employee, with notice to the Federation, or the Federation on an employee's behalf, may file a grievance in writing with the Community Corrections Manager within twenty-one (21) calendar days from the date of the alleged breach of this Agreement. The supervisor shall respond in writing to the grievance within ten (10) calendar days to the party filing the Step 1 grievance with a copy to the Federation, if the Federation did not file the Step 1 grievance.

Step 2. If the grievance remains unresolved, the employee or the Federation shall appeal the Step 1 denied grievance to the Department Director within ten (10) calendar days after the response required by Step 1 was due. The Department Director or designated representative shall schedule a meeting with the Federation and the Grievant within ten (10) calendar days after receipt of the Step 2 grievance. The Department Director shall respond in writing within ten (10) days of the Step 2 meeting.The Step 2 response shall be provided to the Federation and the affected employee(s).

Step 3. If the grievance remains unresolved at Step 2, the Federation may appeal the grievance to the Sheriff within ten (10) calendar days after the response required by Step 2 was due. The Sheriff or his/her designee shall respond in writing to the Federation within ten (10) calendar days after receipt of the Step 3 grievance.

Step 4. If the grievance remains unresolved at Step 3, the Federation may appeal the grievance to the BCC within ten (10) calendar days after the response required by Step 3 was due. The BCC or designee shall respond in writing within ten (10) calendar days after receipt of the Step 4 grievance.

C. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within ten (10) calendar days of a written decision,

it shall be deemed waived. Employees and the Federation shall be assured freedom from reprisal for use of the grievance procedure. Employees shall have the right to process grievances with or without representation by the Federation through Step 2 of the grievance process. However, if an employee is processing a grievance without Federation representation, the County shall ensure that the Federation has received a copy of any and all information and materials related to the grievance at the same time that the County provides such information and/or materials to the employee. A Federation representative shall have the right to be present for any meetings related to grievances and/or their disposition, when the employee has not requested the Federation's representation, upon request. The County will timely inform the Federation of such meetings and collaboratively work with the Federation to ensure that a Federation representative is available for such scheduled meetings.

D. All grievances shall be reduced to writing and submitted on the form identified as Official Statement of Grievance Form.

E. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be agreed to in writing and shall become part of the grievance record. Within twenty-one (21) calendar days of an alleged violation of this Agreement, the Federation or a group of employees may file a grievance on behalf of one (1) or more employees where such employees are similarly affected by an action taken by the Agency. Such grievances shall be signed by at least one (1) of the affected employees and/or Federation representative and shall be filed at the lowest step where the person hearing the grievance has the authority to resolve it.

Any grievance, having progressed through the steps outlined in Article XII (Grievance Procedure), and remaining unresolved, may be submitted by the Federation to arbitration for settlement. To be valid, the request for arbitration must be in writing and from the Federation and received by the Employer within ten (10) calendar days after receipt of the Board of County Commissioners' response.

By mutual agreement, any grievance filed under the terms of this article may be referred to mediation at any time during the grievance process. The Union and County agree to equally split the cost of such mediation.

2. Arbitration Procedure.

A. If arbitration is requested, the parties shall attempt to agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable. The arbitrator's decision is due within thirty (30) days of the close of the hearing although the arbitrator's failure to meet the time shall not affect his jurisdiction over the dispute.

B. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obliged to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Federation or the County, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

3. Discrimination Complaints.

An employee alleging any form of discrimination may file a complaint with the Department Director or his/her designated representative for processing according to Community Corrections Division policy governing investigation and resolution of alleged discrimination complaints. An employee may also file a written complaint with the Director of Employee Services as provided by the County's policy on Equal Employment Opportunity. If an employee is not satisfied with these investigatory processes, a complaint may be submitted to appropriate outside governmental bodies. Discrimination complaints will not be subject to the grievance procedure unless the Bureau of Labor and Industries or other such body declines jurisdiction in the matter; then the grievance may be processed through the grievance procedure.

4. Release Time.

The Federation President, a Grievance Committee member, or a Federation Executive Board member, shall be allowed reasonable time and opportunity, without loss of pay, to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above.

ARTICLE 13 - WORKERS' COMPENSATION

1. All County employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status.
2. The County shall compensate the employee from the County's Risk Management Claims for on-the-job injuries where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury and would have continued to receive had there been no injury.

Compensation under this Article shall be subject to the following conditions:

A. The day of injury shall be considered a work day, and the employee will receive his normal salary for that day.

B. In most instances, the waiting period, as stated in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds fourteen (14) consecutive days. Then, Workers' Compensation covers from the first day.

C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.

D. While the employee is receiving wage continuation under this provision, s/he will continue to receive all other County health and welfare benefits s/he was enrolled in at the time of the injury unless prohibited by law, rule, regulation or provider contract.

E. If the absence due to injury reaches a period of six (6) months or more, the injured employee must present to the Board of County Commissioners a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return. After said six (6) month period, it shall be at the discretion of the Board whether or not to continue payment and benefits beyond that guaranteed under the statutes governing Workers Compensation benefits. Full medical and dental insurance coverage shall be provided for a minimum of 12 months. Further coverage shall be at the discretion of the Board. F. In Section 2E above physician shall mean attending physician as provided under Workers' Compensation law, ORS 656.005(12), OAR 436-010-005 and OAR 436-010-0210 as may be later amended.

ARTICLE 14 - UNION SECURITY, CHECKOFF AND FAIR SHARE AGREEMENT

1. The County and the Federation agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article I of this Agreement.
2. Inasmuch as it is required that the Federation represent every employee within the bargaining unit, making each employee thus a recipient of the Federation's services, it is mutually agreed and recognized by the parties that each employee who is an employee of the County and covered by the bargaining unit

set forth in Article I to which the Federation serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Federation, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Federation, which amount shall be deducted from each Federation member and each non-Federation member's compensation and remitted to the Treasury of the Federation.

3. Such uniform amounts as the Federation Treasurer certifies to the County as the dues approved by the members of the Federation shall remain as the reasonable amount to be deducted hereunder.

4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Federation membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and Bylaws of the Federation.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will inform the County and the Federation of his/her objection. The employee will meet with the representative of the Federation and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Federation membership dues to a non-religious charity.

6. The County will not be held liable for check-off errors but will make proper adjustments with the Federation for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check-off, an updated list of eligible members of the bargaining unit will be delivered by the Federation to the County Payroll Division.

7. The County and the Federation agree that temporary employees or part time less than half time employees are paid at the same wage rate as bargaining unit members in the same classification. In recognition of the collective bargaining efforts by the Federation on behalf of those employees, temporary employees or part time less than half time employees should proportionally and fairly share in the cost of the collective bargaining process. The cost of such services for those employees is fixed at three-quarters of the amount of dues uniformly required of each member of the Federation, which amount shall be deducted each pay period from each temporary or part-time less than half time employee's wages, and remitted monthly to the Treasurer of the Federation.

ARTICLE 15 - FEDERATION RIGHTS

1. Access to Workers.

Authorized representatives of the Federation may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the work of the employees.

2. Notification to County.

The Federation shall notify the County in writing of the names of all authorized representatives, Federation representatives and officers. Said list shall be updated as necessary.

3. Federation Negotiators.

Employees selected by the Federation to act as Federation representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Federation of Oregon Parole and Probation Officers Negotiating Committee. The names of employees so designated shall be certified in writing to the County by the Association. The Negotiating Committee shall consist of three (3) members and a Federation President. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours, on the County's premises without loss of pay.

4. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, disability, gender identity,

sexual orientation, or political affiliation. The Federation shall share equally with the County, the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Federation membership or because of any employee activity in an official capacity on behalf of the Federation, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

5. Union Business.

Elected officers and negotiators will be allowed a reasonable amount of work hours to handle labor relations matters. This will include that time necessary to attend Labor-Management meetings when scheduled by mutual agreement. The Federation representative must record any time more than fifteen (15) minutes involved in Federation business during paid County time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of unpaid lunch or breaks, depending on department policy).

ARTICLE 16 – MISCELLANEOUS

1. Existing Conditions.

All future work rules and benefits which are mandatory subjects of collective bargaining shall be subject to mutual agreement before becoming effective. Changes in all existing conditions which are mandatory subjects of collective bargaining shall be negotiated with the Federation. Whenever such conditions or changes or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive days.

2. Contract Distribution.

The County agrees to furnish each employee in the bargaining unit with a copy of the Union Agreement. New employees shall be provided a copy of the contract at the time of hire.

3. Clothing and Equipment Reimbursement.

The County agrees to reimburse an employee for the reasonable cost of clothing, watches, prescription glasses or equipment required to work that is damaged while the employee is on duty and engaged in work on behalf of the County and the damage was not due to employee negligence. Unless otherwise reimbursed, reimbursement for damages to prescription glasses shall be limited to no more than $300 and reimbursement for damages to watches shall be limited to no more than $100.

4. Car Mileage Reimbursement.

It is the policy of the County that employees who are required by their supervisor to use their personal automobile for authorized County work shall receive mileage for such use at the current mileage allowance rate.

5. Agency Training Policy.

The County shall manage the training program for staff through the Agency Training Policy. The parties agree that any changes to the Agency Training Policy shall be referred to the Labor/Management Committee for discussion prior to implementation.

6. Work Rules.

Work rules shall not conflict with the terms of this Agreement. Employees shall comply with County-wide work rules as outlined in the Personnel Ordinance, Section XV, "Employee Responsibilities."

7. Electronic Mail.

1. Federation representatives (those persons holding positions as officers within the Federation) may use the County email system to communicate concerning collective bargaining matters.

2. "Collective bargaining matters" means any of the following:

A. official Federation announcements to the Federation membership (such as meeting subjects, dates and times);

B. the meaning, interpretation or application of this Agreement;

C. the presentation and adjustment of grievances;

D. matters directly related to the collective bargaining relationship between the County and the Federation.

3. Federation members may use the County email system to contact Federation representatives regarding collective bargaining matters, including any of the following purposes:

A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;

B. to ask a question regarding meaning, interpretation, or application of this Agreement;

C. to present a grievance regarding the meaning, interpretation or application of this Agreement;

D. to request Federation representation in matters concerning the meaning, application or interpretation of this Agreement.

4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

5. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union elections, or otherwise).

8. Surveillance Cameras.

1. Camera recordings may be accessed, reviewed and preserved as the County deems necessary. Recordings will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific recording. In the event the County elects to review video as part of an investigation, the County shall notify the Federation and provide the Federation with an opportunity to view the video.

2. In the event information revealed on camera raises concerns regarding employee conduct, the County will retain the recording and agrees to provide a copy of the recording to the Federation and the employee in advance of any pre-disciplinary meetings.

3. The County understands that it has the burden of proving that "just cause" exists to support the discipline or discharge of any non-probationary employee.

ARTICLE 17 - SAFETY AND HEALTH

1. Facility Standards Maintenance.

The employer and the agency agree to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the State of Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

2. *Safe Place of Employment.*

It is the responsibility of the Agency and Employer to make every reasonable effort to provide and maintain a safe place of employment. It is the responsibility of all employees to practice safe working habits and to report any observed unsafe conditions immediately. Employee recourse to unsafe working conditions would be handled as follows:

Employees will report any personally observed unsafe practice or conditions to the immediate supervisor. If the practice or condition is not remedied in a timely manner by the immediate supervisor, the employee shall submit the matter to the Federation representative to take up with a higher authority.

3. *First Aid Kits.*

The Agency will provide first aid kits designed to serve at least the number of employees in each office.

4. *First Aid Training.*

The Agency will insure multimedia first aid training has been provided each new employee within the first year of entry into the bargaining unit.

5. *Communicable Disease.*

If, in the conduct of official duties, the employee is exposed to serious communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization will prevent such disease from occurring. The employee shall be granted leave with pay with no loss of accrued sick leave or other leave for the immunization or testing.

6. *Protective Clothing.*

If any employee is required to wear protective clothing, such protective clothing shall be furnished to the employee by the Agency. The cost of maintaining including cleaning, laundering, and tailoring shall be paid by the Agency.

7. *Vehicles.*

Each vehicle which is provided for use by Parole and Probation Officers shall be properly maintained in a safe and serviceable condition. Each vehicle will have in it a first aid kit, a fire extinguisher, two communicable disease kits and jumper cables. The County shall make available to the field staff no less than three (3) cage cars equipped as specified above.

8. *Safety Equipment.*

Body armor will be provided to all field officers upon request and replaced by the County per manufacturer's warranty (currently 5 years). Any new body armor the County purchases will consist of vest rated at Threat Level IIIA flexible (with side panels), which itself will be replaced upon expiration of the manufacturer's useful life. The County shall make available to all field officers a secure locker in which to store body armor and other safety equipment (lock to be provided by the field officer). Replacement of lost body armor or other safety equipment not secured in lockers when not in use shall be the responsibility of the field officer.

9. *Ammunition.*

The County shall provide all ammunition for mandatory firearms training. The field officer shall provide their own ammunition for all other firearms range practices.

10. *Automobile Registration.*

The County will allow employees to register their personal automobiles at the Community Corrections Division address if provided by law and provide adequate parking.

11. Traumatic Incidents.

Any employee whose actions result in the serious injury or death of another person in the performance of his or her job duties shall be given up to seventy two (72) hours of paid administrative leave for the traumatic incident. In addition, the County will provide paid administrative leave for up to six (6) EAP visits related to the traumatic incident. The decision whether an event is traumatic for the purposes of this section shall be at the sole discretion of the County.

ARTICLE 18 - TRANSFERS

In the event a position becomes vacant within the division, eligible employees within the classification will be notified in writing and will be allowed to request transfer into said position. Selection and final approval of any transfer will rest with the division head.

ARTICLE 19 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 20 – LEGAL FEES

Section 1. The COUNTY agrees to reimburse bargaining unit members (employees) for the reasonable, usual, and customary legal fees and costs charged by an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the employee arising out of the employee's involvement in the scope of the regular performance of his or her duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

A. To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that have been mutually agreed upon by the Union and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Union shall submit to the County Counsel, the names and professional biographies of the attorneys the Union proposes for inclusion on the list. If the County Counsel does not object in writing to an attorney on the list within twenty (20) working days, the attorney shall be included on this list.
The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent the employee, the employee may obtain another attorney of his or her choosing; however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney from the Union within five (5) working days of the employee or Union learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the employee and the attorney, the Union shall arrange for the attorney to provide the County at no cost to the County a preliminary estimate of the anticipated legal fees, costs, and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, Risk Management, and the Union.

B. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the County, in its discretion feels the charges exceed the reasonable, usual, and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as the County's obligation under this Article. Under no circumstances shall the provision of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Union member.

C. Reimbursement will not be made in those instances where:

1. The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
2. The County sustains disciplinary charges on the basis of the employee's actions, which formed the basis for the possible criminal liability, and the

County's sustaining of the charges is upheld in all or part on any grievance or appeal of discipline; or

3. The employee resigns from employment following notification that criminal charges, grand jury proceedings, a disciplinary investigation or disciplinary charges are pending.

D. The County shall have no obligation to reimburse an employee, the Union, or counsel for the Union for legal fees or costs in any instance where the employee or the Union elect to have counsel for the Union represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

1. Legal fees relating to a grand jury investigation and/or appearance: $5000.
2. Legal fees relating to post-grand jury indictment or other charging instrument: $10,000.

Section 2. The County recognizes that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney/client privilege between the attorney and the employee.

Section 3. This Article will apply only to legal fees incurred after the date this contract is signed for cases that begin after that date.

ARTICLE 21 - TERMINATION

1. A. This Agreement shall become effective July 1, 2014, and shall remain in full force and effect until the 30th day of June, 2017, and each year thereafter, unless either party shall notify the other in writing not later than March 1, that it desires to either terminate or modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement. In the event notice to modify is given, negotiations shall begin not later than April 1. In the event that the notification of termination is given, it shall become effective thirty (30) days after the notice is received.

B. The County will submit this Agreement for ratification by the BCC as soon as lawful following ratification of this Agreement by FOPPO.

2. This Agreement may be amended at any time by mutual agreement of the Federation and County; such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

this _____ day of _____, 2015

FOR THE FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS:

_____

Danelle Cloyes, FOPPO President

_____

Cole Kieling, FOPPO Vice President

_____

Derek Budzik, Federation Attorney

FOR CLACKAMAS COUNTY:

_____

Chair, Board of County Commissioners

_____

Mary Raethke, Recording Secretary

_____

Chris Hoy, Director

_____

Nancy Drury, Director, Employee Services

_____

Julia Getchell, Assistant Director, Employee Services

_____

Jenna Morrison, Community Corrections Manager

_____

Kevin Layng, Undersheriff

_____

Malcolm McDonald, Community Corrections Supervisor

_____

Lindsay White, Human Resources Specialist

APPENDIX B

WORK RULES

1. An employee shall submit their work schedule in advance to their supervisor for approval.
2. One employee's work schedule shall not be so extraordinary as to burden another employee's work schedule.
3. To insure adequate coverage at all times, each employee must notify their supervisor weekly of any change in their approved work schedule and where practicable, must receive prior approval
4. An employee shall work no more than eighty (80) hours in a fourteen (14) day work period. Any overtime shall have prior supervisory approval when practicable.
5. Each employee must submit a signed time sheet to their supervisor at the end of each biweekly pay period.
6. Split shifts are allowed.
7. An employee may not schedule work in excess of ten (10) hours in a work day, without prior supervisor approval.
8. An employee shall work not more than six (6) days in a row without prior supervisory approval.
9. Employees are entitled to a half (.5) hour paid lunch, subject to being called back to duty.
10. Work scheduled on holidays shall be with prior management approval.